



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
DNR210008

PAGE
1

ADDRESS-CORRESPONDENCE-TO-ATTENTION-OF
FRANK WHITTAKER 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY RESORT  
 ATTN: PARK SUPERINTENDENT  
 ROUTE 1, BOX 320  
 DAVIS, WV 26260 866-4111

BEAR CONTRACTING, LLC  
 112 STATE STREET, P.O. BOX 1196, BRIDGEPORT, WV 26330  
 CONTRACTOR LICENSE NO: WV028391

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/13/2009				

BID OPENING DATE: 09/17/2009	BID OPENING TIME: 01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		\$ 483,529.50
<p>CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY FOR THE CONSTRUCTION OF GOLF COURSE DRAINAGE IMPROVEMENTS AT CANAAN VALLEY STATE PARK, DAVIS, WV IN TUCKER COUNTY.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON AUGUST 27, 2009 AT 11:00 AM AT THE PARK HEADQUARTERS. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD</p>						

RECEIVED

2009 SEP 29 PM 12:56

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-842-3002	DATE 09/29/09	
TITLE PRESIDENT MANAGING MEMBER	FEIN 75-3079323	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINS FOR TECHNICAL QUESTIONS IS 9/1/09 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:</p> <p style="padding-left: 40px;">FRANK WHITTAKER, SENIOR BUYER          WV PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305          304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING:</p> <p style="padding-left: 40px;">DEBORAH DEMYAN          WVDNR, PARKS AND RECREATION SECTION          1200 HARRISON, AVENUE SUITE 222          ELKINS, WV 26241          304-637-0300</p> <p>NO FEE REQUIRED FOR BIDDING DOCUMENTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-842-3002 DATE: 09/29/09

TITLE: MANAGING MEMBER FEIN: 75-3079323 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK T SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WIT THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR TUCKER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-842-3002	DATE 09/29/09
TITLE PRESIDENT / MANAGING MEMBER	FEIN 75-309323	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p>						

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REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.						
FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.						
IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN						

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PRESIDENT	75-3079323	

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<p>ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS</p>						

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SIGNATURE: *[Signature]* TELEPHONE: 304-842-3002 DATE: 09/29/09

TITLE: PRESIDENT MANAGING MEMBER FEIN: 75-3079323 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 . . . 09/01/09 . . . . .</p> <p>NO. 2 . . . 09/10/09 . . . . .</p> <p>NO. 3 . . . 09/18/09 . . . . .</p> <p>NO. 4 . . . 09/29/09 . . . . .</p> <p>NO. 5 . . . . .</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE</p>						

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INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*[Handwritten Signature]*

.....SIGNATURE

BEAR CONTRACTING LLC

.....COMPANY

09/29/09

.....DATE

REV. 11/96

### CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:

CONTRACTORS NAME: .... BEAR CONTRACTING, LLC .....

CONTRACTORS LICENSE NO.: WV 028391 .....

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Handwritten Signature]</i>	TELEPHONE 304-842-3002	DATE 09/29/09
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BID OPENING DATE: 09/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-842-3002	DATE 09/29/09
TITLE PRESIDENT	MANAGING MEMBER	FEIN 75-3079323

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

REQ NUMBER  
 DNR210008

PAGE  
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES  
 CANAAN VALLEY RESORT  
 ATTN: PARK SUPERINTENDENT  
 ROUTE 1, BOX 320  
 DAVIS, WV  
 26260 866-4111

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/13/2009				

BID OPENING DATE: 09/17/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 REQ. NO.: DNR210008 BID OPENING DATE: 09/17/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 842-9433 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: MARK D. URSO						
***** THIS IS THE END OF RFQ DNR210008 ***** TOTAL:						\$1,483,529.50

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: MANAGING MEMBER TELEPHONE: 304-842-3002 DATE: 09/29/09  
 TITLE: PRESIDENT FEIN: 75-3079323 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Canaan Valley State Park, Golf Course Drainage Improvements  
 DIVISION OF NATURAL RESOURCES INFORMATION FOR BIDDERS-1

**INFORMATION FOR BIDDERS**

1. **Examination of Contract Documents and Site**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated.

The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2. **Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. **Substitutions**

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least twenty one (21) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

**Canaan Valley State Park, Golf Course Drainage Improvements**  
**DIVISION OF NATURAL RESOURCES** **INFORMATION FOR BIDDERS-2**

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- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

**4. Contractor's Personnel Requirements**

The official title of person signing the bid should be shown.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner. If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole OWNER. If the bid of a partnership or single proprietorship is signed by a person other than the partners and OWNERS, there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners and OWNERS of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power of attorney or corporate resolution giving and showing that

**Canaan Valley State Park, Golf Course Drainage Improvements**  
**DIVISION OF NATURAL RESOURCES** **INFORMATION FOR BIDDERS-3**

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the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company should be received by the Purchasing Division prior to the issuance of a contract.

Canaan Valley State Park, Golf Course Drainage Improvements  
 DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-1

Name of Bidder:

BEAR CONTRACTING, LLC

Address of Bidder:

112 STATE STREET  
 P.O. BOX 1196  
 BRIDGEPORT, WV. 26330

Phone Number of Bidder:

(304) 842-3002

WV Contractors License No.

WV 028391

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

483,529<sup>50</sup>

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

FOUR HUNDRED EIGHTYTHREE THOUSAND  
 FIVE HUNDRED TWENTY NINE DOLLARS  
 FIFTY CENTS

Canaan Valley State Park, Golf Course Drainage Improvements  
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-2

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The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 120 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-1997 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



Canaan Valley State Park, Golf Course Drainage Improvements  
 DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-3

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
ADDENDUM NO. 1	09/01/2009
ADDENDUM NO. 2	09/10/2009
ADDENDUM NO. 3	09/18/2009
ADDENDUM NO. 4	09/21/2009

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

09/29/09

WV Vendor  
 Registration Number:

MDU  
 213153025

By: (signature in ink)



Title:

PRESIDENT/MANAGING MEMBER

Firm Name:

BEAR CONTRACTING, LLC

Firm Address:

112 STATE STREET  
 BRIDGEPORT, WV 26330

CANAAN VALLEY RESORT STATE PARK  
GOLF COURSE DRAINAGE IMPROVEMENTS  
BID SCHEDULE  
BASE BID  
LINES "A", "B" & "C"

LINE "A"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	455 L.F.	\$ <u>54<sup>00</sup></u>	\$ <u>24,570<sup>00</sup></u>
2.	12" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	589 L.F.	\$ <u>32<sup>00</sup></u>	\$ <u>18,848<sup>00</sup></u>
3.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	1089 L.F.	\$ <u>16<sup>50</sup></u>	\$ <u>17,968<sup>50</sup></u>
4.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	5121 L.F.	\$ <u>21<sup>00</sup></u>	\$ <u>107,541<sup>00</sup></u>
5.	24" Drain Basin, including furnishing, excavation, installation and backfill	4 Each	\$ <u>1,400<sup>00</sup></u>	\$ <u>5,600<sup>00</sup></u>
6.	15" In Line Drain including furnishing, excavation, installation and backfill	6 Each	\$ <u>650<sup>00</sup></u>	\$ <u>3,900<sup>00</sup></u>

TOTAL LINE "A" BID IN NUMBERS (ITEM 1-6) \$ 178,427<sup>50</sup>

TOTAL LINE "A" BID IN WORDS (ITEMS 1-6)

ONE HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED DOLLARS

TWENTY SEVEN DOLLARS AND FIFTY CENTS CENTS

**CANAAN VALLEY RESORT STATE PARK**  
**GOLF COURSE DRAINAGE IMPROVEMENTS**  
**BID SCHEDULE**  
**BASE BID**  
**LINES "A", "B" & "C"**

LINE "B"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	265 L.F.	\$ <u>48<sup>00</sup></u>	\$ <u>12,720<sup>00</sup></u>
2.	12" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	310 L.F.	\$ <u>42<sup>00</sup></u>	\$ <u>13,020<sup>00</sup></u>
3.	8" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	375 L.F.	\$ <u>22<sup>00</sup></u>	\$ <u>8,250<sup>00</sup></u>
4.	8" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	430 L.F.	\$ <u>28<sup>00</sup></u>	\$ <u>12,040<sup>00</sup></u>
5.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	228 L.F.	\$ <u>22<sup>00</sup></u>	\$ <u>5,016<sup>00</sup></u>
6.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	3920 L.F.	\$ <u>21<sup>00</sup></u>	\$ <u>82,320<sup>00</sup></u>
7.	24" Drain Basin, including furnishing, excavation, installation and backfill	5 Each	\$ <u>1400<sup>00</sup></u>	\$ <u>7,000<sup>00</sup></u>
8.	15" In Line Drain including furnishing, excavation, installation and backfill	1 Each	\$ <u>650<sup>00</sup></u>	\$ <u>650<sup>00</sup></u>

CANAAN VALLEY RESORT STATE PARK  
GOLF COURSE DRAINAGE IMPROVEMENTS  
BID SCHEDULE  
BASE BID  
LINES "A", "B" & "C"

LINE "B"

TOTAL LINE "B" BID IN NUMBERS (ITEM 1-8) \$ 141,016<sup>00</sup>

TOTAL LINE "B" BID IN WORDS (ITEMS 1-8)  
ONEHUNDRED FORTY ONE THOUSAND SIXTEEN DOLLARS DOLLARS

ZERO CENTS

CANAAN VALLEY RESORT STATE PARK  
GOLF COURSE DRAINAGE IMPROVEMENTS  
BID SCHEDULE  
BASE BID  
LINES "A", "B" & "C"

LINE "C"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	427 L.F.	\$ <u>46<sup>00</sup></u>	\$ <u>19,642<sup>00</sup></u>
2.	10" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	286 L.F.	\$ <u>30<sup>00</sup></u>	\$ <u>8,580<sup>00</sup></u>
3.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	437 L.F.	\$ <u>26<sup>00</sup></u>	\$ <u>11,362<sup>00</sup></u>
4.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	5662 L.F.	\$ <u>21<sup>00</sup></u>	\$ <u>118,902<sup>00</sup></u>
5.	24" Drain Basin, including furnishing, excavation, installation and backfill	4 Each	\$ <u>1400<sup>00</sup></u>	\$ <u>5,600<sup>00</sup></u>

TOTAL LINE "C" BID IN NUMBERS (ITEM 1-5) \$ 164,086<sup>00</sup>

TOTAL LINE "C" BID IN WORDS (ITEMS 1-5)

ONE HUNDRED SIXTY FOUR THOUSAND EIGHTY SIX DOLLARS

ZERO CENTS

TOTAL BASE BID, LINES "A", "B", & "C" IN NUMBERS \$ 483,529<sup>50</sup>

TOTAL BASE BID, LINES "A", "B", & "C" IN WORDS

FOUR HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED DOLLARS

TWENTY NINE DOLLARS FIFTY CENTS CENTS

CANAAN VALLEY RESORT STATE PARK  
GOLF COURSE DRAINAGE IMPROVEMENTS  
BID SCHEDULE  
ADDITIVE ALTERNATIVE NO. 1

LINE "D"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	8" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	429 L.F.	\$ <u>28.-</u>	\$ <u>12,012.-</u>
2.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	751 L.F.	\$ <u>23.-</u>	\$ <u>17,273.-</u>
3.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	2900 L.F.	\$ <u>26.-</u>	\$ <u>75,400.-</u>

TOTAL ADDITIVE ALTERNATIVE NO. 1

TOTAL LINE "D" BID IN NUMBERS (ITEM 1-3) \$ \$104,625.-

TOTAL LINE "D" BID IN WORDS (ITEMS 1-3)

ONE HUNDRED FOUR THOUSAND SIX HUNDRED ~~EIGHT~~ <sup>TWENTY</sup> MDV DOLLARS  
FIVE DOLLARS ZERO CENTS CENTS

CANAAN VALLEY RESORT STATE PARK  
GOLF COURSE DRAINAGE IMPROVEMENTS  
BID SCHEDULE  
ADDITIVE ALTERNATIVE NO. 2

LINE "E"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	915 L.F.	\$ <u>23.</u>	\$ <u>21,045.</u>
2.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	3928 L.F.	\$ <u>26.</u>	\$ <u>102,128.</u>

TOTAL ADDITIVE ALTERNATIVE NO. 2

TOTAL LINE "E" BID IN NUMBERS (ITEM 1-2) \$ \$ 123,173.

TOTAL LINE "E" BID IN WORDS (ITEMS 1-2)

ONE HUNDRED TWENTYTHREE <sup>(MDU)</sup> THOUSAND ONE DOLLARS

HUNDRED SEVENTY THREE DOLLARS ZERO CENTS CENTS

**CANAAN VALLEY RESORT STATE PARK  
GOLF COURSE DRAINAGE IMPROVEMENTS  
BID SCHEDULE  
ADDITIVE ALTERNATIVE NO. 3**

LINES "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R" & "S"

ITEM NO.	DESCRIPTION	ESTMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	8408 L.F.	\$ <u>26.-</u>	\$ <u>218,608</u>

**TOTAL ADDITIVE ALTERNATIVE NO. 3**

**TOTAL LINES "F" THROUGH "S" BID IN NUMBERS (ITEM 1)**

\$ 218,608.-

**TOTAL LINES "F" THROUGH "S" BID IN WORDS (ITEMS 1)**

TWO HUNDRED EIGHTEEN THOUSAND SIX HUNDRED EIGHT DOLLARS  
ZERO CENTS



CANAAN VALLEY RESORT STATE PARK  
 GOLF COURSE DRAINAGE IMPROVEMENTS  
 BID SCHEDULE  
 ADDITIVE ALTERNATIVE NO. 4

LINES "T", "U", "V", & "W"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	4104 L.F.	\$ <u>26.-</u>	\$ <u>106,704</u>

TOTAL ADDITIVE ALTERNATIVE NO. 4

TOTAL LINES "T" THROUGH "W" BID IN NUMBERS (ITEM 1)

\$ 106,704.-

TOTAL LINES "T" THROUGH "W" BID IN WORDS (ITEMS 1)

ONE HUNDRED SIXTHOUSAND SEVEN HUNDRED FOUR DOLLARS

ZERO CENTS

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Bear Contracting, LLC  
of 112 State Street, Bridgeport, WV 26330, as Principal, and Ohio Farmers Insurance Company  
of One Park Circle, Westfield Center, OH 44251, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Canaan Valley State Park Golf Course Drainage Improvements, Tucker County, West Virginia

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
29th day of September, 2009.

Principal Corporate Seal

Bear Contracting, LLC

(Name of Principal)

By: 

MARK D. URSO (Must be President or  
Vice President)

PRESIDENT / MANAGING MEMBER  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

By: 

Donna J. Price Attorney-in-Fact  
Licensed WV Resident Agent

General  
Power  
of Attorney

POWER NO. 4750172 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact.* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **JUNE** A.D., **2006**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By:  
**Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **19th** day of **JUNE** A.D., **2006**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT:

I, MARK D. URSO, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BEAR CONTRACTING, LLC; and,  
(Company Name)
- 2. I do hereby attest that BEAR CONTRACTING, LLC  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

BEAR CONTRACTING, LLC  
(Company Name)

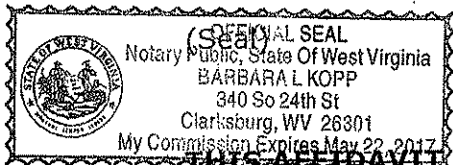
By: [Signature]

Title: PRESIDENT / MANAGING MEMBER

Date: 09/29/09

Taken, subscribed and sworn to before me this 29 day of SEPTEMBER, 2009.

By Commission expires MAY 22, 2017



[Signature]  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: BEAR CONTRACTING, LLC

Authorized Signature:  Date: 09/29/09

Purchasing Affidavit (Revised 01/09) MARK D. UESO  
PRESIDENT / MANAGING MEMBER